

1 David N. Chandler, Sr. SBN 60780  
2 David N. Chandler, Jr. SBN 235427  
DAVID N. CHANDLER, p.c.  
1747 Fourth Street  
Santa Rosa, CA 95404  
Telephone: (707) 528-4331

4 Attorneys for Debtors

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8 UNITED STATES BANKRUPTCY COURT

9 NORTHERN DISTRICT OF CALIFORNIA

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IN RE: CASE No. 17-10828 WJL

12

FLOYD E. SQUIRES, III and  
BETTY J. SQUIRES,

CHAPTER 11

13

Debtors.

/ DECLARATION OF FLOYD SQUIRES  
IN SUPPORT OF MOTION FOR ORDER  
AUTHORIZING USE OF CASH  
COLLATERAL

14

15

Date: December 8, 2017

16

Time: 10:00 a.m.

17

Place: U.S. Courthouse  
3140 Boeing Avenue  
McKinleyville, CA

18

I, Floyd Squires, declare and say:

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1. That if called as a witness, I am competent to testify to  
the forgoing matters from my own knowledge.

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2. The parcels of real property are property set forth in  
Exhibit A hereto are property of the within estate.

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3. Said properties have fair market values as set forth in  
column 2 of Exhibit A and are encumbered as set forth in column 3 of  
Exhibit A hereto. The City of Eureka and State of California  
commenced a retaliatory civil case against the Debtors in the  
Superior Court, County of Humboldt, Case No. DR110040. The Superior

1 Court named a provisional receiver (Mark Adams) of the properties  
2 described in Exhibit A on March 10, 2011. Adams was authorized to  
3 investigate alleged violations at the properties and to submit a  
4 report to the court within 30 days of appointment. Defendants filed  
5 a Notice of Appeal and posted bond on March 21, 2011 which stayed  
6 the order appointing receiver until the appeal was dismissed on  
7 February 7, 2012. A second order appointing receiver as to six  
8 properties was entered on October 24, 2011 and was stayed by bonded  
9 appeal on October 27, 2011. Following trial on the Complaint which  
10 commenced October 9, 2011, the Court directed appointment of a  
11 receiver with the directive only to attend inspections of the  
12 properties and submit a report. After nominations for receiver were  
13 considered, Mark Adams and California Receivership Group were not  
14 appointed receiver. Jeff Smith was appointed receiver by the  
15 Superior Court.

16       4. The subject properties are purported to be encumbered by  
17 a Deed of Trust, Exhibit C hereto, which was recorded January 23,  
18 2014 and executed by Mark Adams, Receiver. Said Deed of Trust  
19 purports to secure the sum of \$15,317 as provided in a promissory  
20 note. A true and correct copy of the recorded Deed of Trust is  
21 attached hereto as Exhibit C. I did not authorize the execution of  
22 the said Deed of Trust and find no authority of the Court given to  
23 Mr. Adams to execute said Deed of Trust on behalf of the  
24 receivership. At no time, did I provide to Mr. Adams a Note in the  
25 amount of \$15,317.00 or any other amount.

26       5. Mr. Adams the California Receivership Group was not the  
27 health and safety receiver on January 21, 2014 when Exhibit C was  
28 executed. There is not an order appointing Mr. Adams or the

1 California Receivership Group as anything other than a provisional  
2 receiver until the Order was stayed, but the Court allowed the sum  
3 of \$15,317 as fees based upon some preliminary work contended to  
4 have been performed. At no time did the Court authorize Mr. Adams  
5 or the California Receivership Group to encumber the properties.

6       6. I am informed and believe that California Receivership  
7 Group by Mr. Adams assigned rights to the ordered compensation to  
8 Gerald Feldman who, in turn, assigned a one half interest to Bunia  
9 Enterprises, Inc. I have not been able to locate an assignment of  
10 the Deed of Trust, Exhibit C.

11       7. Following unsuccessful litigation based upon conduct of  
12 Mr. Adams brought jointly by me and by four tenants of the subject  
13 properties, Mr. Adams's company, California Receivership Group, LLC  
14 was awarded fees and costs which is documented in a judgment entered  
15 in the approximate amount of \$150,000 against me only. The judgment  
16 amount has been added to the purportedly assigned compensation  
17 amount and the purported beneficiaries of the Deed of Trust sought  
18 to foreclose on the 26 properties based upon the Deed of Trust,  
19 Exhibit C alleging \$277,000 as the secured indebtedness.

20       8. The 26 properties described in the Deed of Trust, Exhibit  
21 C, have an aggregate fair market value of \$15,840,000. The total  
22 secured debt encumbering the said 26 properties which are recorded  
23 prior in time to Exhibit C total \$1,271,450.17. Mr. Adams contends  
24 Exhibit C is senior to all recorded Deeds of Trust encumbering the  
25 26 properties as a *Super Priority Deed of Trust*, however, there is  
26 no order of subordination and no recorded subordination to the Deed  
27 of Trust, Exhibit C, of any previously recorded lien of record.  
28 Rents from the 26 properties are set forth in Exhibit E.

1       9. California Receivership Group, Gerald Feldman and Bunia  
2 Enterprises, Inc., if secured by a Deed of Trust are adequately  
3 protected by the equity in the subject 26 parcels of real property.  
4 Absent use of the rents to pay the senior secured indebtedness,  
5 operation of the properties as rental properties, insurance and  
6 secured taxes, the secured debt will rapidly increase with post  
7 petition defaults and vacancies by tenants which are not provided  
8 the requisite services. Further, the Superior Court has directed  
9 that certain health and safety standards be maintained. Absent the  
10 use of the rents to maintain and improve existing conditions under  
11 the direction of the current health and safety receiver, the estate  
12 will not be able to comply with the direction of the Superior Court.

13      10. Truman Vroman is owed the sum of \$345,000 secured by seven  
14 properties which are set forth in Exhibit B. Said properties are  
15 also included in Exhibit A hereto. The properties set forth in  
16 Exhibit B have an aggregate fair market value of \$3,805,000. The  
17 total debt secured by the seven properties in Exhibit D prior to the  
18 secured debt secured by such properties is \$345,000 as shown in  
19 Exhibit B. Truman Vroman is adequately protected by the equity in  
20 such properties. The rents from said properties as shown in Exhibit  
21 D are utilized to pay operational expenses of the said seven  
22 properties, indebtedness secured by the seven properties, insurance  
23 on same as well as the secured taxes as shown in Exhibit E.

24      11. Caliber Home Loans, assignee of Beneficial Finance, is  
25 secured by a first priority Deed of Trust describing real property  
26 located at 2969 California St., Eureka, CA. Caliber Home Loans  
27 contends that there is a past due balance following assignment from  
28

1 Beneficial Finance. The contention is disputed. The total  
2 indebtedness due Caliber Home Loans is approximately \$195,000. The  
3 fair value of the property is \$3,000,000. Caliber Home Loans is  
4 adequately protected by the equity in the property. The rents as  
5 shown in Exhibit D are required to keep Caliber Home Loans current,  
6 pay current real property taxes, operational expenses, insurance,  
7 and to meet health and safety standards are required by the  
8 appointed receiver at the direction of the Superior Court. Absent  
9 maintaining said expenses current, the City of Eureka will compel  
10 dispossession by the tenants and the property will not earn rents.  
11 Projected expenses of the subject property are set forth in Exhibit  
12 E.

13 Executed under penalty of perjury this 25<sup>th</sup> day of November,  
14 2017 at Eureka, California.

15 /s/ Floyd Squires  
16 Floyd Squires, Debtor

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607-609 Summer Street, Eureka APN 001-042-12	Multi \$800,000	1 <sup>st</sup> D/T T. Vroman \$20,000
119 W 6 <sup>th</sup> St; 607 Summer Street, Eureka APN 001-042-13	See above	
202 3 <sup>rd</sup> St., Eureka APN 001-066-001	SFR \$560,000	1 <sup>st</sup> D/T None
216 3 <sup>rd</sup> St., Eureka APN 001-066-022	Multi \$925,000	1 <sup>st</sup> D/T T. Vroman \$35,000
205 4 <sup>th</sup> St.; 325 C St., Eureka APN 001-066-007		
117-119 5 <sup>th</sup> St., Eureka APN 001-071-004		
211-219 5 <sup>th</sup> St., Eureka APN 001-103-004		1 <sup>st</sup> D/T Francis Family Trust \$100,000 2 <sup>nd</sup> D/T Francis Family Trust \$40,000
1637 3 <sup>rd</sup> St., Eureka APN 002-063-003	Multi \$400,000	1 <sup>st</sup> D/T T. Vroman \$65,000
2325 2 <sup>nd</sup> St., Eureka APN 002-123-004	Multi \$310,000	1 <sup>st</sup> D/T T. Vroman \$45,000
1410 Union St., Eureka APN 004-33-003	SFR \$300,000	1 <sup>st</sup> D/T Chase Bank \$10,426.17
1233 A St., Eureka APN 004-112-008	Multi \$475,000	1 <sup>st</sup> D/T Beneficial Fin. \$88,000
241 Wabash Ave., Eureka APN 004-196-07	SFR \$400,000	1 <sup>st</sup> D/T T. Vroman \$100,000
1803 C St., Eureka APN 004-203-001		
833 H St., Eureka APN 005-012-005	Multi \$850,000	1 <sup>st</sup> D/T M&T Bank \$92,000
705 15 <sup>th</sup> St., Eureka APN 005-042-008	SFR \$375,000	1 <sup>st</sup> D/T Chase Bank \$22,633

#### EXHIBIT A

1623 G St. 1625 G St., Eureka APN 005-053-006	Multi \$650,000	1 <sup>st</sup> D/T T. Vroman \$45,000
1635 G St., Eureka APN 005-053-007	SFR \$500,000	1 <sup>st</sup> D/T Ocwen \$67,933
1925 H St., Eureka APN 005-075-009	Multi \$425,000	1 <sup>st</sup> D/T None
1429 Sunny Ave., Eureka APN 006-191-015	SFR \$340,000	1 <sup>st</sup> D/T SPS \$20,105 2 <sup>nd</sup> D/T Brad Floyd 10,000
2245 Broadway, Eureka APN 008-001-007	Multi \$1,910,000 Insurance Claim Filed	1 <sup>st</sup> D/T J. Quintrell \$28,500
2235 Broadway, Eureka APN 008-001-010	Multi \$650,000 Insurance Claim Filed	1 <sup>st</sup> D/T None
204 W. Hawthorne St., Eureka APN 009-122-005	Multi \$320,000	1 <sup>st</sup> D/T T. Vroman \$35,000
2941 California St.; 2969 California St., Eureka APN 010-061-010	Multi \$3,000,000	1 <sup>st</sup> D/T Caliber Home Loans \$195,000
2927 California St., Eureka APN 010-061-011	N/A	Part of 2941 California St., Eureak
2535 L St., Eureka APN 011-153-005	SFR \$400,000	1 <sup>st</sup> D/T Brad Floyd \$200,000
2445 Russ St., Eureka APN 013-171-010	SFR \$400,000	1 <sup>st</sup> D/T Ocwen \$ 36,853

#### EXHIBIT A

607-609 Summer Street, Eureka APN 001-042-12	Multi \$800,000	1 <sup>st</sup> D/T T. Vroman \$20,000
216 3 <sup>rd</sup> St., Eureka APN 001-066-022	Multi \$925,000	1 <sup>st</sup> D/T T. Vroman \$35,000
1637 3 <sup>rd</sup> St., Eureka APN 002-063-003	Multi \$400,000	1 <sup>st</sup> D/T T. Vroman \$65,000
2325 2 <sup>nd</sup> St., Eureka APN 002-123-004	Multi \$310,000	1 <sup>st</sup> D/T T. Vroman \$45,000
241 Wabash Ave., Eureka APN 004-196-07	SFR \$400,000	1 <sup>st</sup> D/T T. Vroman \$100,000
1623 G St. 1625 G St., Eureka APN 005-053-006	Multi \$650,000	1 <sup>st</sup> D/T T. Vroman \$45,000
204 W. Hawthorne St., Eureka APN 009-122-005	Multi \$320,000	1 <sup>st</sup> D/T T. Vroman \$35,000

EXHIBIT B

**RECORDING REQUESTED BY****AND WHEN RECORDED MAIL TO**

NAME Mark S. Adams  
 ADDRESS 150 S. Barrington Ave., Suite 100  
 CITY Los Angeles  
 STATE & ZIP CA 90049

**2014-001429-4**  
 Recorded - Official Records  
 Humboldt County, California  
 Carolyn Crnich, Recorder  
 Recorded by: ADAMS  
 Rec Fee: \$22.00  
 Addtl Title: \$13.00  
 DA Fraud Fee: \$3.00  
 Penalty Print Fee: \$1.00

APN: see attached Exhibit A.

Clerk: LH Total:\$39.00  
Jan 23, 2014 at 11:48:59

TITLE ORDER NO.

ESCROW NO.

## **SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS (RECEIVERSHIP)**

This Super Priority Deed of Trust, made this 21st day of January 2014, between  
 Mark S. Adams, solely in his capacity as Receiver for Property located on the attached Exhibit A, herein called Trustor, whose address  
 is 150 S. Barrington Ave., Suite 100 Los Angeles, CA 90049,  
 Stewart Title of California, Inc., herein called Trustee, and California Receivership Group, herein called Beneficiary.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF  
 SALE, that property in Humboldt County, California, described as:

(legal description attached as Exhibit A and incorporated herein by this reference)

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

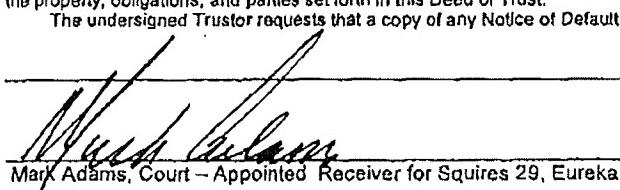
For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$15,317.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE	COUNTY	DATE	BOOK	PAGE
IMPERIAL	9/10/68	1267	574	ORANGE	9/6/68	8714	147	SAN BERNARDINO	9/6/68	7090	14
KERN	9/6/68	4195	363	VENTURA	9/6/68	3363	84	SAN LUIS OBISPO	9/10/68	1489	429
RIVERSIDE	9/10/68	ACCOUNT = 87097	YEAR 1968					SAN DIEGO	9/10/68	SERIES 9	BOOK 1968 PAGE 155820
HUMBOLDT	9/10/68	657	527								

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and Incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

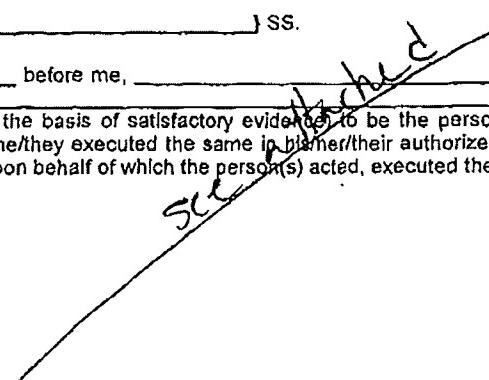
The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.


 Mark Adams, Court – Appointed Receiver for Squires 29, Eureka

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_ SS.

On \_\_\_\_\_ before me, \_\_\_\_\_  
 personally appeared \_\_\_\_\_  
 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
 on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


 Signature \_\_\_\_\_

(This area for official notarial seal)

EXHIBIT "



" 1 of 4

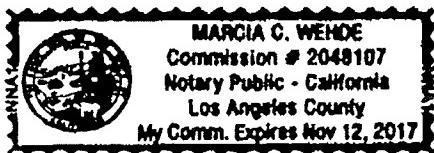
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Los AngelesOn JANUARY 21, 2014 before me, Marcia C. Wende, Notary Public  
Date \_\_\_\_\_ Here Insert Name and Title of the Officer  
personally appeared Mark Adams

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Marcia C. Wende Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**Title or Type of Document: Deed of TrustDocument Date: JANUARY 21, 2014 Number of Pages: \_\_\_\_\_Signer(s) Other Than Named Above: N/A**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

 Corporate Officer — Title(s): \_\_\_\_\_ Corporate Officer — Title(s): \_\_\_\_\_ Individual Individual Partner —  Limited  General Partner —  Limited  General Attorney in Fact Attorney in Fact Trustee Trustee Guardian or Conservator Guardian or Conservator Other: \_\_\_\_\_ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMPRINT OF SIGNER
Top of thumb here

Signer Is Representing: \_\_\_\_\_

RIGHT THUMPRINT OF SIGNER
Top of thumb here

## DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

### To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violations of law to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property than held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinbefore defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby whether or not named as Beneficiary herein in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

## DO NOT RECORD REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid:

To Stewart Title of California, Inc., Trustee:

Dated \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

### MAIL RECONVEYANCE TO:

By \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

**Exhibit A****Legal Description**

- a) 609 Sumer Street (APN: 001-042-012)
- b) 119 W. 6<sup>th</sup> Street; 607 Summer Street (APN: 001-042-13)
- c) 202 3<sup>rd</sup> Street; 315 C. Street (APN: 001-066-001)
- d) 216 3<sup>rd</sup> Street (APN: 001-066-022)
- e) 205 4<sup>th</sup> Street; 317 C Street; 325 C Street (APN: 001-066-007)
- f) 117-119 5<sup>th</sup> Street (APN: 001-071-004)
- g) 211-219 5<sup>th</sup> Street (APN: 001-103-004)
- h) 1637 3<sup>rd</sup> Street (APN: 002-063-005)
- i) 2325 2<sup>nd</sup> Street (APN: 002-123-004)
- j) 1410 Union Street (APN: 004-033-003)
- k) 1233 A Street (APN: 004-112-008)
- l) 241 Wabash Avenue (APN: 004-196-007)
- m) 1803 C Street (APN: 004-203-001)
- n) 833 H Street (APN: 005-012-005)
- o) 705 15<sup>th</sup> Street (APN: 005-042-008)
- p) 1623 G Street; 1625 G Street (APN: 005-053-006)
- q) 1635 G Street (APN: 005-053-007)
- r) 1925 H Street (APN: 005-075-009)
- s) 1429 Sunny Avenue (APN: 006-191-015)
- t) 2245 Broadway (APN: 008-011-007)
- u) 2235 Broadway (APN: 008-001-010)
- v) 204 W. Hawthorne Street (APN: 009-122-005)
- w) 2941 California Street; 2969 California Street (APN: 010-061-010)
- x) 2927 California Street (APN: 010-061-011)
- y) 2535 L Street (APN: 011-153-005)
- z) 2445 Russ Street (APN: 013-171-010)

609 Summer Street, Eureka APN 001-042-12	\$2,350
119 W 6 <sup>th</sup> St; 607 Summer Street, Eureka APN 001-042-13	\$3,050
202 3 <sup>rd</sup> St., Eureka APN 001-066-001	\$600
216 3 <sup>rd</sup> St., Eureka APN 001-066-022	-0-
205 4 <sup>th</sup> St.; 317 C St;, 325 C St., Eureka APN 001-066-007	\$1,000
117-119 4 <sup>th</sup> St., Eureka APN 001-071-004	\$1,900
211-219 5 <sup>th</sup> St., Eureka APN 001-103-004	\$2,985
1637 3 <sup>rd</sup> St., Eureka APN 002-063-003	\$3,575
2325 2 <sup>nd</sup> St., Eureka APN 002-123-004	\$1,850
1410 Union St., Eureka APN 004-33-003	\$750
1233 A St., Eureka APN 004-112-008	\$4,370
241 Wabash Ave., Eureka APN 004-196-07	\$1,250
1803 C St., Eureka APN 004-203-001	\$2,350
833 H St., Eureka APN 005-012-005	\$6,425
705 15 <sup>th</sup> St., Eureka APN 005-042-008	\$1,525
1623 G St. 1625 G St., Eureka APN 005-053-006	\$6,300

EXHIBIT D

1635 G St., Eureka APN 005-053-007	-0-
1925 H St., Eureka APN 005-075-009	\$950
1429 Sunny Ave., Eureka APN 006-191-015	\$1,675
2245 Broadway, Eureka APN 008-001-007	-0-
2235 Broadway, Eureka APN 008-001-010	-0-
204 W. Hawthorne St., Eureka APN 009-122-005	\$1,950
2941 California St.; 2969 California St., Eureka APN 010-061-010	\$15,800
2927 California St., Eureka APN 010-061-011	Incl. in above
2535 L St., Eureka APN 011-153-005	\$1,250
2445 Russ St., Eureka APN 013-171-010	\$1,250

EXHIBIT D

Exhibit E

Projected Expenses on Each Property

11/24/17

Monthly

	Property	Mortgage	Utilities	Tax	Prop.	Monthly Insurance	Maint.	Prof. Fees	Misc.
a)	609 Summer	\$0.00	\$561.78	\$733.59	\$75.00 ***		\$125.00	\$100.00	\$100.00
b)	119 W. 6 <sup>th</sup> ; 607 Summer	\$1,600.00	\$996.43	\$184.79	\$100.00 ***		\$125.00	\$100.00	\$100.00
c)	202 3 <sup>rd</sup> St; 315 C St.	\$0.00	\$149.93	\$412.80	\$100.00 *****		\$125.00	\$100.00	\$100.00
d)	216 3 <sup>rd</sup>	\$780.00	\$1,296.89	\$946.96	\$150.00 *****		\$125.00	\$100.00	\$100.00
e)	205 4 <sup>th</sup> ; 317 C; 325 C St.	\$0.00	\$103.50	\$313.80	\$100.00 *****		\$125.00	\$100.00	\$100.00
f)	117-119 5 <sup>th</sup> St.	\$0.00	\$882.77	\$482.58	\$100.00 *****		\$125.00	\$100.00	\$100.00
g)	211-219 5 <sup>th</sup> St.	\$0.00	\$1,089.36	\$834.13	\$100.00 *****		\$125.00	\$100.00	\$100.00
h)	1637 3 <sup>rd</sup>	\$960.00	\$393.36	\$574.17	\$70.00 *		\$125.00	\$100.00	\$100.00
I)	2325 2 <sup>nd</sup>	\$975.00	\$174.72	\$154.50	\$30.00 *		\$125.00	\$100.00	\$100.00
j)	1410 Union	\$569.58	\$20.85	\$132.65	Inc. in Mortgage		\$125.00	\$100.00	\$100.00
k)	1233 A Street	\$1,050.12	\$430.34	\$608.05	\$100.00 *****		\$125.00	\$100.00	\$100.00
l)	241 Wabash	\$1,780.00	\$0.00	\$150.28	\$159.50 ***		\$125.00	\$100.00	\$100.00
m)	1803 C	\$0.00	\$1,010.10	\$576.04	\$75.00 *****		\$125.00	\$100.00	\$100.00
n)	833 H	\$3,165.00	\$1,070.12	\$1,031.70	Inc. in Mortgage		\$125.00	\$100.00	\$100.00
o)	705 15 <sup>th</sup>	\$746.65	\$1,467.94	\$350.92	\$100.00 ****		\$125.00	\$100.00	\$100.00
p)	1623 G; 1625 G St	\$1,010.00	\$1,106.66	\$384.92	Mercury* \$105.00		\$125.00	\$100.00	\$100.00
q)	1635 G	\$1,282.12	inc. on 1625	\$831.27	Inc. in Mortgage		\$125.00	\$100.00	\$100.00
r)	1925 H	\$0.00	\$0.00	\$174.36	\$210.00 ***		\$125.00	\$100.00	\$100.00
s)	1429 Sunny	\$460.00	\$494.16	\$263.38	\$150.00 *****		\$125.00	\$100.00	\$100.00
t)	2245 Broadway	\$1,000.00	\$0.00	\$532.99		\$0.00	\$125.00	\$100.00	\$100.00
u)	2235 Broadway	\$0.00	\$0.00	\$97.29		\$0.00	\$125.00	\$100.00	\$100.00
v)	204 W Hawthorne	\$1,068.00	\$258.78	\$241.02	\$211.00 ****		\$125.00	\$100.00	\$100.00
w)	2941 Ca St; 2969 Ca St	\$2,800.00	\$416.33	\$159.85		\$98.00	\$125.00	\$100.00	\$100.00
x)	2927 California	\$0.00	\$1,274.01	\$1,033.63		\$180.00	\$125.00	\$100.00	\$100.00
y)	2535 L	\$0.00	\$0.00	\$185.03	\$225.00 ***		\$125.00	\$100.00	\$100.00
z)	2445 Russ	\$558.87	\$0.00	\$150.30	\$50.00 ****		\$125.00	\$100.00	\$100.00
	<b>Totals</b>	<b>\$19,805.34</b>	<b>\$13,198.03</b>	<b>\$11,541.00</b>		<b>\$2,488.50</b>	<b>\$3,250.00</b>	<b>\$2,600.00</b>	<b>\$2,600.00</b>

\*Mercury Insurance through Castle (pending)

\*\* California fair Plan (Application pending estimate)

\*\*\* American Modern

\*\*\*\*Allstate quarter billing

\*\*\*\*\*Submitted to Grange

Costs of Projected Renovations			
11/20/2017- 12/1/2017	833 H	Rewire	\$6,000.00
11/15/2017-11/2017	705 5 <sup>th</sup>	Vandalism	\$4,500.00
12/5/2017-12/19/2017	117 5 <sup>th</sup>	Foundation, etc	\$6,000.00
11/3/2017-11/7/2017	211-219 5 <sup>th</sup>	Roofing	\$3,000.00